

7260-Q
RECORDATION NO. _____
MAR 21 1974 -9 55 AM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT NO. 1

THE TEXAS AND PACIFIC RAILWAY EQUIPMENT TRUST, SERIES DD
Equipment Trust Agreement, dated Dec. 1, 1973.
(Original I.C.C. Rec. No. 7260)

THIS SUPPLEMENTAL AGREEMENT, dated as of March 1, 1974, between CHEMICAL BANK, a New York corporation, Trustee (hereinafter called the Trustee), and THE TEXAS AND PACIFIC RAILWAY COMPANY, a corporation created under Acts of Congress of the United States (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption hereof (hereinafter called the Agreement) is now in effect between the Trustee and the Railroad, and provides for the leasing by the Trustee to the Railroad of certain Trust Equipment as defined and on the terms set forth in the Agreement; and

WHEREAS, the Agreement provides that if the aggregate Cost of all the Trust Equipment shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to the Agreement, the Railroad will cause to be transferred to the Trustee, pursuant to proper supplement to the Agreement, additional Equipment in such amount and of such Cost that the aggregate Cost of the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates so issued; and

WHEREAS, the Trust Equipment described in Schedule A to the Agreement has been determined to have an aggregate Cost of less than 125% of the aggregate principal amount of Trust Certificates issued; and

WHEREAS, the Railroad desires to subject to said Equipment Trust and to transfer to the Trustee additional Equipment in an amount and of such Cost that the aggregate Cost of all the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Agreement, the parties agree:

1. The Trust Equipment as defined and described in the Agreement and as set forth in Schedule A to the Agreement shall include the following Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Total Cost</u>
1	86' 6" High Cube Box Car, numbered TP 274511	\$34,776.00

which Equipment shall hereafter constitute and be a part of the Trust Equipment of the Equipment Trust referred to herein, as fully and completely as though it had been part of the original Trust Equipment and subject to all the terms and conditions of the Agreement.

2. Except as expressly amended, the Agreement and

all the terms, provisions and conditions thereof shall be and remain in full force and effect.

3. This Supplemental Agreement (a) shall be governed by the laws of the State of New York, and (b) may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Railroad have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

ATTEST:


Assistant Secretary

[Corporate Seal]

CHEMICAL BANK

By


Vice President


ATTEST:


Assistant Secretary

[Corporate Seal]

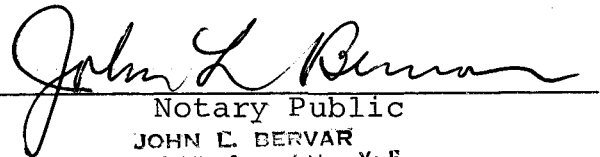
THE TEXAS AND PACIFIC RAILWAY COMPANY

By


Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 19th day of March, 1974, before me personally appeared M. F. Badami, to me personally known, who being by me duly sworn, says that he is a Vice President of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Notary Public
JOHN L. BERVAR
Notary Public, State of New York
No. 41-8303090
Qualified in Queens County
Cert. filed in New York County
Term Expires March 30, 1974

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 14th day of March, 1974, before me personally appeared M. M. Hennelly, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE TEXAS AND PACIFIC RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires September 28, 1974.



Notary Public.
R. C. MASON
NOTARY PUBLIC, CITY OF ST. LOUIS, MO.